



**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**  
DEMA Procurement Office, Building #M5330  
5636 East McDowell Road  
Phoenix, Arizona 85008-3495.

**REQUEST FOR QUOTATION NUMBER: Q9-0005 (NOTE: THIS IS NOT A PURCHASE ORDER)**

**QUOTATION DUE DATE:** 1:00 p.m. (AZ TIME), March 27, 2009

In accordance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, competitive sealed [quotations](#) for the material or service specified will be received by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

**A FAXED IS ACCEPTABLE. FAX OFFER TO (602) 267-2576, Attention: Brenda Black. A hardcopy can be mailed to: 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.**

All offers must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late offers will not be considered.

**MATERIAL/SERVICE OR PROJECT LOCATION:** Camp Navajo Trenching, Bellemont, AZ.

**SPECIFICATIONS/SCOPE OF WORK:** Furnish all labor, supplies, material, applicable taxes, transportation and services required to: [Trenching and Installation of Conduit in accordance with attached scope of work \(See Exhibit #1\).](#)

**A SITE VISIT MAY BE ARRANGED BY CALLING:** Joe Engelke at (928) 773-3224

**PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:**

**BUYER:** [Brenda Black](#); **TELEPHONE:** 602-267-2699; **FAX:** [602-267-2576](#)

**TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:**

[Joe Engelke](#); **TELEPHONE:** (928) 773-3224

**SOLICITATION ISSUE DATE:** March 16, 2009

It is the responsibility of the bidder submitting an offer to fully understand all terms and conditions referenced in this solicitation. The [award will be made to the lowest, responsive, responsible bidder](#). All pricing must be FOB Destination, Freight Pre-Paid. **Quotations** are due at the Department of Emergency & Military Affairs, Purchasing and Contracting Office, 5636 E. McDowell Rd. Bldg. #M5330, Phoenix, AZ 85008-3495 by the due date and time. **(A FAXED QUOTE IS ACCEPTABLE). IN ADDITION, A HARDCOPY OF THE OFFER AND APPLICABLE DOCUMENTS SHALL BE MAILED TO THE BUYER'S ATTENTION AT THE ABOVE ADDRESS.**

**ATTACHMENT A – PRICING****REQUEST FOR QUOTATION NUMBER:** Q9-0005, Trenching and Installation of Conduit at Camp Navajo, Bellemont, AZ

Line Item		Description		Cost
1		Trenching and installation of conduit per Scope of Work.		\$ _____
2		Additional trenching (per liner foot) not covered under Scope of Work.	\$ _____ / Price Per Linear Foot	

Subtotal: \$ \_\_\_\_\_

Tax: \$ \_\_\_\_\_

<b>TOTAL:</b>
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PAYMENT TERMS: \_\_\_\_\_

If payment is made within \_\_\_\_\_ calendar days after acceptance of goods and/or services, the above quoted price, shall be discounted by \_\_\_\_\_ % (excluding sales tax).

If payment is made by the Arizona State Purchasing Card program (US Bank Visa), after acceptance of goods and/or services and an accepted invoice has been provided, the above prices shall be discounted by \_\_\_\_\_ % (excluding sales tax).

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State and Zip

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ARIZONA TRANSACTION (SALES) PRIVILEGE TAX LICENSE NO.: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

I hereby certify that I have read, received, understand and agree with all terms and amendments of the request for quotation and that acceptance by the State of Arizona of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. I agree to fully comply with all terms and conditions as set forth in the Arizona Procurement Rules and Regulations, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement. Furthermore, in accordance with A.R.S. § 35-397, I certify that this firm does not have scrutinized business operations in Iran and/or Sudan.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Typed Name and Title

**ATTACHMENT B – (Mandatory Submission Requirement)**  
**SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION**

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

**When practical, purchases/contracts less than \$50,000 will be made from and/or awarded to small businesses.**

**CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:**

<ul style="list-style-type: none"><li><input type="radio"/> 1.0 Small Business (SB)</li><li><input type="radio"/> 2.0 Small Business- African American (SBAA)</li><li><input type="radio"/> 3.0 Small Business- Asian (SBA)</li><li><input type="radio"/> 4.0 Small Business- Hispanic (SBH)</li><li><input type="radio"/> 5.0 Small Business- Native American (SBNA)</li><li><input type="radio"/> 6.0 Small Business- Other (SBO)</li><li><input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)</li><li><input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)</li><li><input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)</li><li><input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)</li><li><input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)</li><li><input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)</li></ul>	<ul style="list-style-type: none"><li><input type="radio"/> 13.0 Woman Owned Business (WOB)</li><li><input type="radio"/> 14.0 Woman Owned Bus. African American (WOBA)</li><li><input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)</li><li><input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)</li><li><input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)</li><li><input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)</li><li><input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)</li><li><input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)</li><li><input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)</li><li><input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)</li><li><input type="radio"/> 23.0 Minority Owned Bus. Other (MO)</li></ul>
<p>? 24.00 (NONE)</p> <p>None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.</p>	

=====  
Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I hereby certify that \_\_\_\_\_ (Firm/Company Name) ☐ **is** or ☐ **is not** (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I hereby certify that \_\_\_\_\_ (Firm/Company Name) ☐ **is** or ☐ **is not** (check one) a  
☐ Minority and/or ☐ Women (check one or both) owned business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## INSTRUCTIONS TO OFFERORS

1. **Submission.** Each offer shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the offer must be acknowledged (i.e. initialed) by the person signing the offer.
2. **Offer Waiver and Rejection.** Notwithstanding any other provision of this solicitation, the Department expressly reserves the right to:
  - a. Waive any immaterial defect or informality; or
  - b. Reject any or all quotations, or portions thereof, or
  - c. Reissue a Request for quotation/estimate.
3. **Taxes.** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice submitted for payment and such sums shall be due and payable to vendor upon delivery. If your firm is claiming a tax exemption, a valid tax exemption certificate (copy) and certificate number must be provided with your quote.
4. **Award of Contract.** Unless the Bidder states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.

A response to this solicitation is an offer to contract with the State based upon the terms, conditions and specifications contained herein. An offer does not become a contract unless an authorized procurement officer accepts it in writing.

5. **Americans with Disabilities Act.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated herein by reference:
  - a. Uniform Instructions to Offerors (**Version 7.1, Dated 05/01/03**)
  - b. Uniform General Terms and Conditions (**Version 7.0, Dated 05/01/03**)

A copy of these documents can be obtained by visiting the Arizona Department of Emergency and Military Affairs Procurement Office, by calling 602-267-2699 or from the following url:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

7. **Offer Acceptance Period:** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of **ninety (90)** days after the solicitation due date.
8. **Contractor License.** Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.
9. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a written Notice to Proceed or executed Purchase Order for the material or service covered under this agreement. The firm(s) awarded the contract as a result of this solicitation are not authorized to proceed until after having received a signed purchase order or formal written Notice to Proceed.
10. **Completion Time.** The scope of this agreement and/or final delivery shall be completed within 30-45 calendar days from the date of the Notice To Proceed.
11. **Post Award Conference.** After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.

12. **Indemnification Clause.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

#### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

▪ General Aggregate	\$1,000,000
▪ Products – Completed Operations Aggregate	\$ 500,000
▪ Personal and Advertising Injury	\$ 500,000
▪ Blanket Contractual Liability – Written and Oral	\$ 500,000
▪ Fire Legal Liability	\$ 25,000
▪ Each Occurrence	\$ 500,000

a. The policy shall be endorsed to include the following additional insured language:  
***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for

each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

13. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.
14. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.
15. **Discounts.** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
16. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their quotation or proposal.
17. **Federal Immigration Laws, Compliance by State Contractors.** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

18. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement.** The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and

warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 of this subsection #23 in this solicitation.

19. **Permits, Insurance and Bonds.** Contractor shall be responsible for ensuring and verifying it has acquired and maintained current all permits, bonds and insurance that may be required.
20. **Small Business.** In accordance with Executive Order 2004-29 and Rule R2-7-D302.B (Small Business Set Aside) of the Arizona Procurement Code, **this request for quotation is restricted to small, woman-owned and/or minority-owned businesses.** Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT B (SMALL, WOMAN-OWNED AND/OR MINORITY -OWNED BUSINESSES CERTIFICATION).



## EXHIBIT 1 -- SCOPE OF WORK

### SECTION 01110 - SUMMARY

#### PART 1 - GENERAL

##### 1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Electrical Upgrade by Bldg. 112 to Engineer Blvd.
  - 1. Project Location: Camp Navajo Army Depot
  - 2. Owner: Arizona Army National Guard Camp Navajo, #1 Hughes Ave, Bellemont, Az.

Contractor shall trench a 48 inch deep by 24 inch wide trench 2,000 feet long and install 6,000 L.F. of Conduit, consisting of three (3), two (2) inch conduits for primary wire, one (1) 4'W x 4'L x 4'D pull vault and two (2) transformer bases.

Contractor shall backfill and compact all trenches as described in the Contract Documents.

The location of existing underground utilities shall be performed by Camp Navajo prior to the Contractor commencing any trench work

END OF SECTION 01100